

ITEL

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

RECORDATION NO. *8904-S*

June 26, 1981

JUL 15 1981 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

1-19SA025

No.

Date *JUL 15 1981*

Fee \$ *10.00*

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, for filing and recordation under the Lease Agreement dated as of June 17, 1977 between SSI Rail Corp., now Itel Corporation and the City of New Orleans through the Public Belt Railroad Commission for the City of New Orleans, doing business as New Orleans Public Belt Railroad ("NOPB"), which was filed on July 26, 1977 at 9:15 A.M. and given Recordation No. 8904, four (4) counterparts of the following document:

Amendment No. 4 dated as of May 11, 1981 (the "Amendment"), between Itel Corporation, Rail Division, successor in interest to SSI Rail Corp. and the NOPB.

The names and the parties of the aforementioned Amendment are:

1. Itel Corporation
Rail Division
Two Embarcadero Center
San Francisco, CA 94111
2. The City of New Orleans doing business through its Public Belt Railroad Commission, as:

New Orleans Public Belt Railroad
International Trade Mart Tower Bldg.
Suite 1247
New Orleans, Louisiana 70151

The equipment covered by the Amendment is one hundred (100), 70 Ton boxcars (A.A.R. mechanical designation XM, 50'6" in length), bearing the reporting marks NOPB 4100 through and including NOPB 4199.

RECEIVED
JUL 15 11 51 AM '81
FEDERAL
OFFICE

*Mr. Lee
this is under
8904
but I don't
know what
the next
letter is.*

*Robert Wheeler
Candyman*

Ms. Agatha Mergenovich
June 26, 1981
Page Two

Enclosed also is a check for \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,

Patricia Salas Pineda
Counsel

PSP:sc
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Margaret Mackenzie
Itel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

7/15/81

OFFICE OF THE SECRETARY

**Patricia Salas Pineda, Counsel
IteI Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111**

Dear

Ms. Salas Pineda:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/15/81** at **11:45am**, and assigned re-
recording number(s).

8904-L

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0032
5/11/81

RECORDATION NO. 8904-S FILED 1981

JUL 15 1981 11 45 AM

AMENDMENT NO. 4

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 4 (the "Amendment") dated as of May 11, 1981, between ITEL CORPORATION, RAIL DIVISION, a Delaware corporation, successor in interest to SSI Rail Corp. ("Lessor"), as Lessor, and The City of New Orleans appearing herein through the Public Belt Railroad Commission for the City of New Orleans, doing business as NEW ORLEANS PUBLIC BELT RAILROAD ("Lessee") as Lessee.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to that certain lease agreement dated as of June 17, 1977 (the "Lease").

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 7A to the Lease referencing the equipment bearing the reporting marks NOPB 4100-4199 shall be deleted in its entirety.
3. Nothing set forth in this Amendment with respect to the Lease represents a waiver by the parties hereto of any rights under the Lease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of the rejection of the Lease by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Lease.
4. Except as expressly modified by this Amendment, ^{and previous Amendments *Ed Damp*} all terms and provisions of the Lease shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: *Edward M. O'Donoghue*

Title: PRESIDENT

Date: JUNE 8, 1981

NEW ORLEANS PUBLIC
BELT RAILROAD

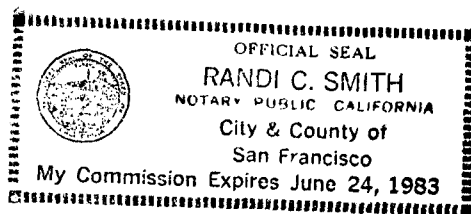
By: *Paul M. White*

Title: General Manager

Date: May 26, 1981

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 8th day of June, 1981, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Intel Corporation, Rail Division, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith
Notary Public

STATE OF LOUISIANA)
PARISH) ss:
COUNTY OF ORLEANS)

On this 26th day of MAY, 1981, before me personally appeared P. A. WEBB, JR., to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Corinne Lee Wiener
Notary Public

CORINNE LEE WIENER
NOTARY PUBLIC
PARISH OF ORLEANS
STATE OF LOUISIANA
(My Commission is for 12 months)